



State of Vermont
 Contract Administration
 Barre City Place
 219 North Main Street, Suite 105
 Barre VT 05641
<http://vtrans.vermont.gov>

Agency of Transportation
 Finance & Administration
 [phone] 802-622-1285
 [ttd] 800-253-0191

MARCH 12, 2020

ADDENDUM #3 - PHASE 2

RE: VT DMV PUTNEY ENFORCEMENT SCALES REQUEST FOR PROPOSALS

VTrans has received and evaluated Phase 1 bids. The following bidders are invited to submit bids for Phase 2:

- Fairbanks Scales**
- Farnham's Scale Systems**

Invitation to submit Phase 2 Proposal for Putney IM SCAL(19) Truck Weighing Scales:

Phase 2 proposals must be submitted to the Office of Contract Administration, Agency of Transportation, 219 North Main St., Suite 105, Barre, VT 05641 **prior to 2:00 PM on April 6th, 2020.**

I. PHASE 2 TIMELINE:

Question and Answer Period:	3/13/2020 -3/20/2020 by 2:00 PM
Bidder Final Proposals Due:	4/06/2020 by 2:00 PM
Estimated Award Date:	5/01/2020
<i>All Contracted Work to be Completed by:</i>	<i>9/30/2020</i>

Please note that this addendum is in addition to requirements as outlined in the original RFP and related addendums. IT IS THE BIDDER'S RESPONSIBILITY TO BE AWARE OF ALL RFP REQUIREMENTS AND TO OBTAIN ANY RFP MODIFICATIONS WHICH MAY BE ISSUED. The RFP and Modifications/Addendums will be posted on the VTrans Contract Administration website at: <https://vtrans.vermont.gov/contract-admin/bids-requests/services>

II. PHASE 2 COST PROPOSALS:

The State desires to receive Phase 2 firm-fixed-price cost proposals on both above ground & pit-style scales. Pricing for this phase does not need to be consistent with pricing in Phase 1, as details and options were then less defined. Bidders may submit one proposal for EACH style scale should they desire.

III. ADHERENCE TO SPECIFICATIONS:

All work must follow VTrans 2018 Standard Specifications for Construction, including but not limited to the technical specifications included in and Exhibit to ATTACHMENT P: EXHIBIT A of this RFP addendum.

IV. **PHASE 2 REQUIRED AND PREFERRED ELEMENTS FOR ALL SCALE PROPOSALS:**

In accordance with State rights reserved in the RFP, the State has requested refinements from the original proposals. These refinements include additional mandatory features, adherence to Agency work specifications, and warranty coverage regarding foundation work. In addition, the State requests additional specific details needed to best evaluate bids.

(a.) Additional Mandatory Features:

In addition to the mandatory features as outlined in Attachment A of the RFP, the State wishes to include the following requirements for all submissions. For added items, please include pricing for each in the final bid.

- **Red/Green Bypass Light and Switches**
 - Red/Green light was listed as an option in Phase 1, now it is incorporated as a requirement.
 - The Red/Green light should be located at the entrance to the Scale, not the entry to the weigh station (as previously detailed in Phase 1). The purpose of this light would be to stop vehicles from going over the scales without someone there directing them, and not whether or not to enter the weigh station.
 - Two switches (to operate the Red/Green light) are desired now, one switch inside the scale house and another outside located by the scale house door. No substitutions of Red/Green bypass light (i.e. text boards or other signals) will be deemed acceptable.
- **Manual Gates.** Gates at beginning and end of the weighbridges and/or any approaches that are a functional part of and with the weighbridges
 - Previously listed as an option and now incorporated as a requirement. See VTrans Standard Specifications for Construction for detailed information.
- **Extra printer.** The State is requiring an extra printer to be added to all cost proposals. This printer must be pre-configured to operate with the system being proposed.
- **Traffic Control.** Traffic control may be the responsibility of the Contractor. See VTrans 2018 Standard Specifications for Construction and Attachment P: Other Provisions Exhibit A for detailed information.

(b.) Additional Preferred Features:

In addition to the mandatory features as outlined in Attachment A of the RFP, the State wishes to include the following requirements for all submissions.

- **Warranty on Foundation Work.** The State strongly prefers a warranty on the foundation work itself. Please provide specifics on a warranty for the foundation work - indicating the specifics on what is covered, the length of coverage and any actions that would invalidate this warranty. If there is no warranty on the foundation work, please indicate this. For evaluation purposes, this preference is included in the overall warrant evaluation scoring criteria.

- **10 Year Scale Warranty Bond.** The State has required a 5-year warranty bond on the scale (per the original RFP), however, the State would like to receive pricing on what the difference in cost would be for an additional 5 years (for a total of a 10-year warranty bond). Please only include costs in excess of the required 5-year bond in the price proposal.
- **Electronic Reporting Capabilities.** The State of Vermont prefers a solution which can provide the ability to obtain electronic reports even though the current system does not have internet connectivity.

V. **REQUIRED DETAIL ELEMENTS FOR ALL SCALE PROPOSALS:**

All Phase 2 submissions must include, in addition to the mandatory features as outlined in Attachment A of the RFP, the following information specific to each type of installation:

- Construction drawings
- Specific make, model, features and dimensions of proposed scale
- Specification of above-ground or pit-style (provide specifics and pricing for each within their own section). *Provide separate proposals and pricing for each type (above and/or pit-style) submitted.*
- Detail all expected maintenance costs / service contract fees as a section within the proposal
- Detail all warranty information on proposed scale as a section within the proposal or (as applicable) include product manufacturer warranty as an attachment to the proposal. This warranty information must separately indicate all items that are covered under each warranty, the length of coverage of each and any actions that would invalidate the applicable warranty (also include specifics related to the warranty on all priced components such as the PC, camera, printers as well as the added mandatory items above).
- Freight will not be allowed as a separate line item and must be included in the firm fixed price listed in the proposal.
- All RFP attachments that require active submission must be included in final proposal packet.
- The State would prefer to have work begin by May 1, 2020 with a required completion date of September 30, 2020. Please provide a timeline/schedule of the proposed work.
- The State of Vermont prefers a solution which can provide the ability to obtain electronic reports even though the current system does not have internet connectivity. Please describe how your system could provide detailed electronic reports (such as through a wireless connection, an auxiliary hard drive, USB, or some other means). Please detail the data elements possible for reports in addition to what other equipment would be needed to enable the State to attain these reports without being connected to the State's network.

- The State requests additional detail regarding system software ownership, maintenance and upgrades:
 - Detail how the system software shall be maintained and updated (to address bug fixes etc.) and if there are any related, additional costs associated with this.
 - Detail if software upgrades (as they become available, such as added features and/or functionalities) shall be made available to the State and if there are any related, additional costs associated with this.
 - What additional protections can be offered to the State in the event of a future software owner “change of circumstance” (i.e. transfer, sale or bankruptcy).

VI. CLEARANCES:

Certain clearances have already been obtained for the future work to be performed, these include: PACE (NEPA document), Environmental Clearance Memo, Environmental Commitments Memo, ROW Clearance Certificate, Utility Clearance, and Railroad Clearance. These are located in Attachment Q referenced below.

VII. PHASE 2 ATTACHMENTS CLARIFIED FROM/ NOT OUTLINED IN PHASE 1:

- **Attachment A – Additions to Scope of Work**
The Scope of Work has been further refined as above to reflect **IV (a.) Additional Mandatory Features** and **IV (b.) Additional Preferred Features** (as above).
- **Attachment B (Replaced) – Payment Provisions**
Item # 5 (The payment schedule for delivered products installed and/or completed products, or for services performed, and any additional reimbursements, are as follows: Deliverables completed and/or materials received.) has been removed as item #3 indicates that this is to be a Lump sum one-time fixed payment. The revised version of **ATTACHMENT B** is included within this addendum.
- **Attachment I (Updated)- Wage Rates for Federal Aid Projects for Windham County:**
The Wage Rates within this attachment have been updated since Phase 1; the updated wage rates can be located at the following web link: <https://vtrans.vermont.gov/civil-rights/doing-business/contractors-center/davis-bacon#2020> . The revised version of **ATTACHMENT I** is included within this addendum.
- **Attachment P Agency of Transportation - Other Provisions:**
This attachment is hereby added as a contract attachment and is included as **ATTACHMENT P** in this addendum.
 - **Attachment P: Other Provisions Exhibit A: Construction & Materials Specifications:**
This attachment is hereby added as an exhibit to contract attachment and is included as an Exhibit to **ATTACHMENT P** in this addendum.

- **Attachment Q Clearances:**

This attachment is hereby added as a contract attachment and is included as **ATTACHMENT Q** in this addendum.

VIII. PHASE 2 EVALUATION OF PROPOSALS:

The State has further refined evaluation criteria and weighting percentages as below:

Criteria for Technical Proposal	Relative Weight (%)	Scores for each criterion: "1" (lowest) to "5" (highest) Total Possible Points: 50
Up-Front Costs	15%	
Expected Maintenance Costs	10%	
Company Expertise	10%	
Required Features	10%	
Optional Features	5%	
Functionality	10%	
Technological Adaptability*	10%	
Service Level	10%	
Warranty	10%	
Schedule	5%	

* *The State of Vermont prefers a technologically adaptable solution which can be networked in the future, operates on an up-to-date operating system platform and one which could provide reporting capabilities.*

Sincerely,

Maureen Parker

AOT Chief of Contract Administration

By: Janet Overstreet
Contract Specialist V

Enclosures:

- Attachment A (1): Additions to Scope of Work
- Attachment B: Payment Provisions (replaced)
- Attachment I: Wage Rates for Federal Aid Projects for Windham County 2020
- Attachment P: Other Provisions (Includes Exhibit A: Construction & Materials Specifications)
- Attachment Q: Clearances

ATTACHMENT A

ADDITIONS TO SCOPE OF WORK

Vermont Agency of Transportation (VTrans)
Department of Motor Vehicles (DMV)

Putney IM SCAL(19) Truck Weighing Scales

The existing Putney IM SCAL(19) Truck Weighing Scales Scope of Work has been further refined to reflect the below, please note that all additional features and preferred features should be included as separately priced line items in the proposal response:

(a.) Additional Mandatory Features:

In addition to the mandatory features as outlined in Attachment A of the RFP, the State wishes to include the following requirements for all submissions. For added items, please include pricing for each in the final bid.

- **Red/Green Bypass Light and Switches**
 - Red/Green light was listed as an option in Phase 1, now it is incorporated as a requirement.
 - The Red/Green light should be located at the entrance to the scale, not the entry to the weigh station (as detailed in Phase 1). The purpose of this light would be to stop vehicles from going over the scales without someone there directing them, and not whether or not to enter the weigh station.
 - *Two* switches (to operate the Red/Green light) are desired now, one switch inside the scale house and another outside located by the scale house door.
 - No substitutions of Red/Green bypass light (i.e. text boards or other signals) will be deemed acceptable.

- **Manual Gates.** Gates at beginning and end of the weighbridges and/or any approaches that are a functional part of and with the weighbridges
 - Previously listed as an option and now incorporated as a requirement. See VTrans Standard Specifications for Construction for detailed information.

- **Extra printer.** The State is requiring an extra printer to be added to all cost proposals. This printer must be pre-configured to operate with the system being proposed.

- **Traffic Control.** Traffic control may be the responsibility of the Contractor. See VTrans Standard Specifications for Construction and Attachment P: Other Provisions Exhibit A for detailed information.

(b.) Additional Preferred Features:

In addition to the mandatory features as outlined in Attachment **A** of the RFP, the State wishes to include the following for all submissions.

- **Warranty on foundation work.** The State strongly prefers a warranty on the foundation work itself. Please provide specifics on a warranty for the foundation work - indicating the specifics on what is covered, the length of coverage and any actions that would invalidate this warranty. If there is no warranty on the foundation work, please indicate this. For evaluation purposes, this preference is included in the overall warrant evaluation scoring criteria.
- **10 Year Scale Warranty Bond.** The State has required a 5-year warranty bond on the scale (per the original RFP), however, the State would like to receive pricing on what the difference in cost would be for an additional 5 years (for a total of a 10-year warranty bond). Please only include costs in excess of the required 5-year bond in the price proposal.
- **Electronic Reporting Capabilities.** The State of Vermont prefers a solution which can provide the ability to obtain electronic reports even though the current system does not have internet connectivity.

ATTACHMENT B – PAYMENT PROVISIONS

Vermont Agency of Transportation (VTrans) Department of Motor Vehicles (DMV)

Putney IM SCAL (19) Truck Weighing Scales

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
 - c. Any bonding required by this Contract.
2. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
3. Contractor shall submit invoices to the State in accordance with the following schedule:
Lump sum one-time payment of \$_____ (*to be determined / total contract price*) after the State accepts the complete
4. Invoices shall be submitted to the State at the following address: VTrans Vermont Department of Motor Vehicles, Financial Manager I, 120 State Street, Montpelier Vermont 05603.
5. Any references to progress and/or material invoice payments within the VTrans 2018 Standard Specifications for Construction shall not apply as this is a fixed-fee payment arrangement (work standards still apply).

Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

"General Decision Number: VT20200043 01/03/2020

Superseded General Decision Number: VT20190043

State: Vermont

Construction Type: Highway

County: Windham County in Vermont.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels; building structures in rest areas; railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least

Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUVT2011-028 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.54	2.38
CEMENT MASON/CONCRETE FINISHER...	\$ 25.34	0.00
ELECTRICIAN, Includes Installation of Traffic Signals.....	\$ 23.32	0.00
GUARDRAIL INSTALLER.....	\$ 12.93	0.00
IRONWORKER, REINFORCING.....	\$ 17.50	4.92
IRONWORKER, STRUCTURAL.....	\$ 21.15	15.54

<https://beta.sam.gov/wage-determination/VT20200043/0/document>

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LABORER: Common or General Includes Asphalt Raker and Concrete Work.....	\$ 14.40	2.31
LABORER: Flagger.....	\$ 13.89	3.35
LABORER: Landscape.....	\$ 12.31	1.03
LABORER: Screedman.....	\$ 16.30	4.23
LABORER: Sign Erector/Installer.....	\$ 14.31	4.70
OPERATOR: Asphalt Roller.....	\$ 18.27	5.16
OPERATOR: Backhoe.....	\$ 16.89	1.33
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.03	0.00
OPERATOR: Broom.....	\$ 16.88	3.72
OPERATOR: Bulldozer.....	\$ 19.10	2.29
OPERATOR: Cold Planer/Milling Machine.....	\$ 18.66	0.00
OPERATOR: Crane.....	\$ 18.50	3.09
OPERATOR: Excavator.....	\$ 19.87	4.20
OPERATOR: Grader/Blade.....	\$ 18.44	3.50
OPERATOR: Loader.....	\$ 20.47	5.21
OPERATOR: Mechanic.....	\$ 21.00	0.00

Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

OPERATOR: Paver.....	\$ 22.48	9.90
OPERATOR: Pounder.....	\$ 18.11	0.00
OPERATOR: Roller excluding Asphalt.....	\$ 18.89	9.90
OPERATOR: Screed.....	\$ 17.52	3.99
OPERATOR: Sweeper.....	\$ 24.44	12.24
PAINTER (Parking Lot and Highway Striping Only).....	\$ 16.39	3.56
TRUCK DRIVER, Includes 10 Yard Haul Away, A-Frame, Dump, Water Truck.....	\$ 15.83	1.14
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 17.13	4.72
TRUCK DRIVER: Distributor Truck.....	\$ 18.10	3.71
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 17.58	4.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

<https://beta.sam.gov/wage-determination/VT20200043/0/document>

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Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

Attachment I - Wage Rates for Federal Aid Projects for Windham County 2020

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

<https://beta.sam.gov/wage-determination/VT20200043/0/document>

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ATTACHMENT P - OTHER PROVISIONS

INCLUDES EXHIBIT A: CONSTRUCTION & MATERIALS SPECIFICATIONS

RFP Phase 2: Putney IM SCAL(19) Truck Weighing Scales

1. Typical working hours will range between 7:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which will require work to be performed before or after these hours, on weekends, or holidays.
2. The Contractor is required to notify VTrans Authorized Representative of any maintenance related issues discovered while performing work.
3. All unclaimed property found in or about the work area by the Contractor shall be turned in immediately to the Authorized Representative, specifying the location where the article was found.
4. Contractor shall secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Any inspections shall be made by the appropriate State or local authority having jurisdiction, and/or manufacturer from which the warranty is issued.
5. Subcontractors, if required, will need to be approved in writing by the VTrans Authorized Representative prior to performing work as part of the contract, in conjunction with Attachment C.
6. It is the contractor's responsibility to contact Dig-Safe prior to beginning any excavation.
7. Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in the Work contract. Equipment considered by the VTrans Authorized Representative to be improper or inadequate for this purpose shall be removed from the site and replaced with satisfactory equipment.
8. All work performed under this contract shall be completed in accordance with local, state, and national codes and standards, and other recognized industry standards associated with the work.
9. All supplies, equipment and machines will be kept free of traffic lanes or other areas that may be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work.

10. The Contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the Contractor. Determination of the need for and extent of, any repair work is at the sole discretion of the VTrans Authorized Representative.
11. The Contractor agrees to furnish to the State in writing the names of the subcontractors (including those who are to furnish materials or equipment fabricated to a special design) for each of the principal portions of the Work. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected without written approval by the State.

The Contractor shall require each Subcontractor's Work to be bound to by the terms of the Contract Documents, and to assume all obligations and responsibilities which the Contractor assumes toward the State. The Contractor shall require each Subcontractor to enter into similar agreements with his/her Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to their Sub- subcontractors.

12. The Contractor shall Work Be responsible for sufficient oversight of Subcontractor work to ensure compliance with all Contract Documents, including material quality and workmanship. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. All aspects of the Work shall be subject to the inspection and approval of the State.
13. The Contractor shall at all times provide adequate supervision of employees.
14. Contractor shall be responsible to the State for the acts and omissions of employees, Subcontractors and their agents and employees, and other persons performing any of the Work.
15. The Contractor shall not be relieved from their obligations to perform the Work in accordance with the Contract Documents.
16. All work shall be done in such a manner as not to interfere with the State's operating functions. Contractor and his or her employees shall familiarize themselves and comply with all rules and regulations applicable to the location and projects at the location.

The Contractor shall provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. In the event of installation, all aspects of the project will be delivered in good working order, complete and perfect in every respect and that all systems and materials necessary to make the project a complete operating utility. State reserves the right to reject any workmanship not meeting defined quality standards.

17. The Contractor shall, at all times enforce strict discipline and good order among their employees. Contractor shall not employ under this contract any unfit person or anyone not skilled in the task assigned to him.
18. The Contractor shall review, approve and submit, with reasonable promptness as to cause no delay in the Work or in the work of the State or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Work.
19. By approving and submitting any Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that they have determined and verified all materials, measurements, and criteria related thereto, and that they have checked and coordinated the information contained within such submittals with the requirements of the Work.

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the Work, Contractor shall be responsible to remove all waste materials and rubbish from and about the Project site as well as all his tools, construction equipment, machinery and surplus materials and shall leave the premises in a clean and satisfactory condition. If the Contractor fails to clean up at the completion of the Work, the State may do so, and the cost thereof shall be charged to the Contractor.

20. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the VTrans Authorized Representative timely notice of its readiness, so the VTrans Authorized Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.
21. If the VTrans Authorized Representative determines that any Work requires special inspection, testing, or approval Contractor will, upon written authorization from the State, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice to the VTrans Authorized Representative. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Work, the Contractor shall bear all costs thereof, including compensation for the additional services made necessary by such failure; otherwise the State shall bear such costs, and an appropriate Change Order shall be issued.

22. Required certificates of inspection, testing or approval from shall be secured by the Contractor and promptly delivered by Contractor to the VTrans Authorized Representative.
23. If the VTrans Authorized Representative is to observe inspections, tests or approvals required by the Work he or she will do so promptly.
24. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
25. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - all employees on the Work and all other persons who may be affected thereby;
 - all the Work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors.
26. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
27. The Contractor shall promptly remedy all damage or loss (consistent with Contractor's obligations described in Attachment C) to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the State or anyone directly or indirectly employed by them, or by anyone for whose acts for them may be liable, and not attributable to the fault or negligence of the Contractor.
28. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as necessary.
29. The Contractor shall be responsible for correcting all Work which the State has found to be defective or which fails to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the State's Engineers' and the State's additional services made necessary thereby.

30. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the date of completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.
31. As of 2018, the presence of emerald ash borer (EAB), *Agilus planipennis*, has been confirmed within Vermont's borders. To assure compliance with state and federal EAB laws, the contractor shall adhere to the following. Known EAB infestation areas are changing rapidly. Therefore, the Contractor shall consult the online version of the EAB Infested Area Map (Located here: <https://www.vtinvasives.org/land/emerald-ash-borer-vermont>) on the same day that cutting is to occur.

If the project is located with an EAB infested area, ALL tree material, regardless of species, within the project area shall be handled in accordance with a document developed by the Vermont Department of Forests, Parks and Recreation and the Vermont Agency of Agriculture entitled "Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area", (<https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pdf>). Tree material shall not be moved out of state.

Alternatively, the Contractor may choose to hire a qualified professional (an Arborist certified by the International Society of Arboriculture or a Licensed Forester), at their own expense, to identify the presence of ash trees. Those identified ash trees would be subject to the above referenced recommendations, however, other tree species would not. The Contractor is also hereby made aware of the same potential restrictions as they relate to proposed Waste, Borrow and Staging areas under Section 105.25 Control of Waste, Borrow, and Staging Areas.

32. The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.
33. The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

34. Contractor is hereby notified that there are an increasing number of hypodermic needles (also known as contaminated sharps) being found throughout Vermont, and there is the potential to find them along any project. In accordance with Section 107.05, Sanitary Provisions, the Contractor is required to provide a neat and sanitary working environment for each of its employees and workers at no additional cost to the Agency. The Contractor may reach out to local Police, the Town Health Officer or the Vermont Department of Health at <https://dec.vermont.gov/content/safe-disposal-sharps> for guidance.

If the sharps are located in an area where work is required, the Contractor shall dispose of the sharps in accordance with OSHA Standard 1910.1030 for blood borne pathogens. OSHA has an e-tool for disposal of sharps on their website as well. The standard can be found at the following link:

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030>.

If the sharps are not in an area where the Contractor or workers will come into contact with them, it is best practice to avoid them altogether. The area can be marked, and workers should be notified to stay out of the area.

ATTACHMENT P - OTHER PROVISIONS

EXHIBIT A: CONSTRUCTION & MATERIALS SPECIFICATIONS

RFP Phase 2: Putney IM SCAL(19) Truck Weighing Scales

The work identified below shall meet the requirements of certain sections within the 2018 Standard Specifications for Construction Book and the 2018 General Special Provisions, dated January 28, 2020 (both are located at this link: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/2018>). The Prime Contractor is required to certify that the Prime Contractor has read, understood and will and follow all applicable the Sections in this book.

HIGHLIGHTS:

If the contractor chooses to utilize the pit-type scale option, the final pit condition shall eliminate the ponding of water under the scale. Any and all drainage measures to achieve this dry condition shall meet Section 605 Underdrains.

If the contractor chooses to utilize the above ground scale option, the existing pit shall be filled as to meet the requirements of Section 301 Subbase, excluding Item 301.40 Subbase, RAP.

Traffic Control shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and Section 641. An alternative Traffic Control Plan stamped by a professional engineer registered in the State of Vermont may be submitted for review.

Any and all required **signals** shall meet the requirements for:

- Item 541.25 Concrete, Class B,
- Item 514.10 Water Repellent, Silane,
- Item 204.20 Trench Excavation of Earth, and Section 678 Traffic Control Signals
- Signals shall be compliant with the latest edition of the Manual of Uniform Traffic Control Devices and any current revisions.

Any and all **required excavation** shall be meet the requirements for Item 204.25 Structure Excavation.

Any and all **required patching or paving** shall meet the requirements for Item 406.35 Superpave Bituminous Concrete Pavement.

Any necessary **refurbishment of the existing pit** for the installation of the new scales shall include but are not limited to:

- Item 507.11 Reinforcing Steel, Level I,
- Item 580.17 Rapid Setting Concrete Repair Material, Item 514.10 Water Repellent, Silane.

**ATTACHMENT Q
CLEARANCES**

**Vermont Agency of Transportation (VTrans)
Department of Motor Vehicles (DMV)**

Putney IM SCAL(19) Truck Weighing Scales

Utility Clearance

Railroad Clearance

Environmental Documentation & Permit "All Clear"

Environmental Commitments

Right-Of-Way Certificate

PACE

**AGENCY OF TRANSPORTATION
INTEROFFICE MEMORANDUM
Utilities Coordination Unit**

TO: John Zonay, DMV
FROM: William Gray, Utility Coordinator, Utility Coordination Unit
DATE: November 29, 2018
SUBJECT: Utility Clearance – Putney IM SCAL (19)



All necessary arrangements have been made for the utility work to be undertaken and completed as required for proper coordination with physical construction schedules, in accordance with 23 C.F.R. 635.309b, with necessary agreements consummated with the appropriate parties concerned.

Utility adjustments are not required by proposed construction plans for the subject project.

cc: Utility Files via Supervisor





Agency of Transportation Memorandum

TO: Project File

FROM: Lieutenant John Zonay, DMV Enforcement and Safety Division

DATE: November 30, 2018

SUBJECT: DMV Project – Putney IM SCAL(19)
Scale House Improvements

To comply with the requirements of 23 C.F.R. 635.309b, all applicable railroad coordination has been completed for the subject project and no railroad is impacted by this project.



INTER-OFFICE MEMORANDUM

AOT - PDB - ENVIRONMENTAL SECTION

ENVIRONMENTAL COMMITMENTS

TO: Tina Bohl, Project Manager
COPY: Environmental Section Project File
FROM: Lee Goldstein, Environmental Specialist, SE Region
PROJECT: **Putney IM SCAL(19)**

DATE: January 2, 2019

In-House Commitments:

Archaeology: None
Historic: None
Wetlands and Waterways: None
Threatened, Endangered, and Rare Species: None
Wildlife Habitat: None
Agricultural Soils: None
Hazardous Waste: None
Stormwater: None
Landscape: None
Other: None

Contract Commitments (to be included in Contract Special Provision):

Archaeology: None
Historic: None
Wetlands and Waterways: None
Wildlife Habitat: None
Agricultural Soils: None
Hazardous Waste: None
Stormwater: None
Landscape: None
Other: None
Threatened, Endangered, and Rare Species: Per Programmatic Natural Resource Clearance by James Brady dated 12/28/2018, NLEB Special Provisions language applies to the project as follows:

- (a) Threatened, Endangered, and Rare Species.

This project shall be subject to Avoidance and Minimization Measures to protect the habitat and hibernacula of the northern long-eared bat. Measures applicable to this project include, Time-of-Year (TOY) restrictions for any potential impacts to suitable bat habitat, which include, but are not limited to trees ≥ 3" and/or habitat features on bridge structures.

This project's design does not identify any tree cutting or bridge related activities within the project limits as part of the work and therefore neither a habitat assessment nor an acoustic survey has been performed. If during construction, cutting trees ≥3" diameter and/or bridge related activities are deemed necessary, further review will be required and TOY restrictions may apply. In such cases, the Engineer will coordinate further environmental review with the Construction Environmental Engineer.

The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees outside of the contract project limits shall require review under Section 105.25 Control of Waste, Borrow, and Staging Areas."



INTER-OFFICE MEMORANDUM

AOT - PDB - ENVIRONMENTAL SECTION

ENVIRONMENTAL DOCUMENTATION & PERMIT "ALL CLEAR"

TO: Tina Bohl, Project Manager **DATE:** January 02, 2019

COPY: Construction Environmental Engineers, Environmental Section Administrative Assistant, and Project File

FROM: Lee Goldstein , Environmental Specialist

PROJECT: PUTNEY IM SCAL(19)

Reviews, documentation, and permitting for this project have been completed. Be advised that if the design or construction limits are altered, if State or Federal Regulations change, and/ or if the project is delayed beyond the noted permit expiration dates then approvals may become invalid.

FEDERAL APPROVALS:

Section 106 Determination: Interstate Exempt Activity issued 11/29/2018 expires n/a

Section 4(f) Determination: Not Required

NEPA Documentation: PACE issued 1/2/2019 expires 01/02/2022

Section 6(f) Determination: Not Required

401 Water Quality Certification: Not Required

404 Corps of Engineers Permit: Not Required

US Coast Guard: Not Required

USF&WS Endangered Species Act Consultation: Not Required

US Dept. of Agriculture: Not Required

FEMA: Not Required

STATE APPROVALS:

22 VSA Chapter 14 Review: Not Required

ANR RME Consultation: Not Required

Flood Hazard Area and River Corridor Permit: Not Required

Operational Stormwater Permit: Not Required

Construction Stormwater Permit: Not Required

State Wetland Permit: Not Required

Lakes and Ponds Permit: Not Required

Shoreland Protection Permit: Not Required

Threat. and End. Species Permit: Not Required

Act 250 Land Use Permit: Not Required

Agency of Agriculture: Not Required

Other: Not Required

ENVIRONMENTAL COMMITMENTS: Memo issued 1/2/2019 expires n/a

END ALL CLEAR MEMORANDUM template updated 04/05/18



RIGHT OF WAY CERTIFICATE

DATE: 11/30/2018
PROJECT: PUTNEY, IM SCAL(19)
PPMS #: 18K316

This is to certify that the right of way has been or will be acquired in accordance with Vermont State Statute, the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 as amended and Title 23 of the Code of Federal Regulations, Part 635 (when applicable) and the status of the right of way is as follows:

No acquisitions of land or rights were necessary since all construction will be within the existing right of way.

Pursuant to 23 CFR 635.309(c)(1) and/or (2), all the acquisitions of land and rights have been completed including legal and physical possession and/or the right to occupy and to use all rights of way required for the proper execution of the project has been acquired.

Pursuant to 23 CFR 635.309(c)(3), all the necessary right of way has not been acquired, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to award of the construction contract.

APPROVED: _____

Robert M. White, Right of Way Chief

Distribution

Marvin D. Kingsbury, Programming Engineer, Planning
Craig Keller, Chief of Utilities & Permits Section
Debbie Morse, Finance & Administration Section
Meredith Asselin, Finance & Administration Section
Lawrence Dwyer, FHWA
Kenneth R. Sikora, Jr., FHWA



State of Vermont
Agency of Transportation
Environmental Section
One National Life Drive
Montpelier, VT 05633-5001
<http://vtrans.vermont.gov/>

Mr. Matthew R. Hake, P.E.
Division Administrator
Federal Highway Administration
P.O. Box 568, Montpelier, VT 05601

January 2, 2019

Attn: Kenneth R. Sikora, Environmental Program Manager
Lieutenant John Zonay, VT Department of Motor Vehicles, Southern Sector of Enforcement and Safety Division
Re: **Putney IM SCAL(19)**

Dear Mr. Hake:

Project IM SCAL(19) is located at the existing Putney Weigh Station facility along Interstate 91, SB lane at MM 21.950.

Work to be performed under this contract includes retrofitting an existing platform scale pit with electric or hydraulic load cells, including additional parts and a new steel deck; incidental items will be included as required for functionality.

The Vermont Agency of Transportation (VTrans) has considered the potential environmental consequences of the project in accordance with the National Environmental Policy Act (NEPA). VTrans has determined that this project meets all of the criteria specified in the Programmatic Agreement entitled "Processing of Projects Eligible for Categorical Exclusion," executed 06/25/99. The project qualifies for Categorical Exclusion pursuant to 23 CFR 771.117(~~---~~)(~~---12--~~) "Environmental Impact and Related Procedures - Categorical Exclusions" as the project consists of improvements to an existing truck weigh station.

This project will not involve substantial planning, resources, or expenditures; nor is it likely to induce significant alterations in land use, planned growth, development patterns, traffic volumes, or traffic patterns. The project will have no significant effect upon natural and cultural resources. No significant environmental impact is expected to result from construction or maintenance of this facility.

Please contact Lee Goldstein, Environmental Specialist, SE Region @ 802-595-1808 if you require additional information.

Respectfully,

Lee Goldstein 01/02/2019

Lee Goldstein
VTrans Environmental Specialist

Attachments

cc: Tina Bohl, MAB Project Manager; Project File

PROGRAMMATIC CATEGORICAL EXCLUSION CRITERIA

VTrans has determined that this project will **NOT**:

- A. X Require a temporary detour outside existing right-of-way, or a temporary wetland or stream crossing which will require non-routine mitigation, or a ramp closure, unless the following conditions are met :
- (1) provisions are made for access by local traffic and the facility is posted accordingly,
 - (2) businesses dependent upon through traffic will not be unduly affected,
 - (3) the temporary detour or ramp closure will not interfere with local special events,
 - (4) the temporary detour, ramp closure, wetland or stream crossing will not substantially increase the environmental consequences of the action (project).
- B. X Involve construction in wetlands totaling more than 5,000 square feet of permanent impacts, requiring the Army Corp of Engineers to coordinate with resource agencies per the General Permit.
- C. X Require a Risk Analysis for an increase in 100-year flood water surface elevations, per EO 11988.
- D. X Involve construction within, or alter drainage patterns so as to adversely affect, a Sole Source Aquifer.
- E. X Require coordination with the US Fish and Wildlife Service for the preparation of a Biological Assessment for Threatened and Endangered Species, per 16 CFR Section 7.
- F. X Require acquisition of additional right-of-way (including permanent or temporary construction easements) involving: more than three acres of land per mile of roadway, or a total of 10 acres or more for a non-linear improvement (such as a bridge or an intersection), or any relocation of residences or businesses.
- G. X Require FHWA approval for changes in access control.
- H. X Involve acquisition of, or impacts upon Prime or Unique Farmland, unless a USDA Farmland Conversion Impact Rating Part VI Site Assessment has been completed and indicates Total Site Assessment Points less than 160 (doesn't apply to designated urban areas).
- I. X Adversely Effect a historic or archaeological resource on, or eligible for inclusion on, the National Register of Historic Places.
- J. X Require use (permanent or temporary) of a Section 4(f) resource, unless that use meets the criteria for a de minimis or Programmatic 4(f); or involve the use of a Section 6(f) resource when compensation is required (property acquired or improved using Land and Water Conservation Funds).
- K. X Involve hazardous or residual waste liabilities subject to CERCLA and/or RCRA requirements.
- L. X Require a bridge permit from the US Coast Guard, per 23CFR 650 Subpart H.
- M. X Qualify as a Type I project and require analysis of noise abatement measures, per 23 CFR 772 and the FHWA approved VTrans Noise Policy.

(NOTE: If coordination with the FHWA was required to reach this determination attach concurrence memo)

**Categorical Exclusion
Environmental Analysis Sheet**

Town Putney Project No. IM SCAL(19) Route I-91

Project Setting: Urban _____ Village _____ Rural X
 Traffic 12300 Year 2015 Typical varies
 AASHTO Functional Classification Rural Principal Arterial - Interstate

Project Purpose & Need:

The purpose of the project is to increase the useful life of the existing Department of Motor Vehicles platform scale Located at the Putney Weigh Station along I-91, by replacing the steel deck and additional parts as required.

The need for the project is due to the current condition of the existing weigh station platform scale, which has parts which are not meeting current functional specifications, and therefore not meeting the enforcement needs of the DMV.

Project Description:

Project IM SCAL(19) is located at the existing Putney Weigh Station facility along Interstate 91, SB lane at MM 21.950.

Work to be performed under this contract includes retrofitting an existing platform scale pit with hydraulic load cells, including additional parts and a new steel deck; incidental items will be included as required for functionality.

CRITERIA OF 23 CFR771.117 (C) APPLICABLE? X YES _____ NO

NOTE: PROJECTS THAT MEET THE CRITERIA OF 23 CFR771.17 (C) NEED ONLY ADDRESS THOSE ISSUES MARKED WITH AN ASTERISK (*). THIS DOES NOT PRECLUDE THE NEED TO OBTAIN APPLICABLE STATE & FEDERAL CONCURRENCES & PERMITS.

1. **Air Quality**

Ten year increase in ADT _____ (10,000 allowed maximum per MOA)
 Urban intersection improvement Yes _____ No _____

2. **Noise**

Type I Project (VTrans Noise Policy) Yes _____ No _____
 If yes, number of receptors impacted _____
 Mitigation Requirements _____

3. **Water Quality**

Lakes or Ponds

VANR Lakes & Ponds permit Yes _____ No _____ Acquired _____

Rivers or Streams

VANR Title 19 Consultation Yes _____ No _____ Completed _____

Wetlands

* Wetland Impact area Temporary 0 Permanent 0

* Buffer Impact area Temporary 0 Permanent 0

* VANR Wetland Permit Yes _____ No X Acquired _____

401 Water Quality Certification Yes _____ No _____ Acquired _____

Stormwater Discharge Permit Yes _____ No _____ Acquired _____

Flood plains Encroachment Yes _____ No _____ Volume _____

Describe Hydraulic Changes _____

Ground Water/Surface Water/Well Impacts Yes _____ No _____

(Describe) _____

ANR Comments _____

4. **U.S. Army Corps of Engineers**

Section 10 and/or Section 404 Permit Required Yes _____ No _____ Acquired _____

Permit Type _____

COE Comments _____

5. **U.S. Coast Guard**

Navigable Waters Yes _____ No _____ Involved Waterway _____

Rivers & Harbors Act Section 9 and/or

Bridge Act of 1946 Permit(s) Required Yes _____ No _____ Acquired _____

Section 144(h) "Exemption" Yes _____ No _____ Acquired _____

USCG Comments _____

* 6. **Threatened and Endangered Species and Habitat**

Present in Project Area Yes No _____

ANR Non-Game and Natural Heritage Program comments none at this time

USF&WS comments none at this time

This project qualifies under the Programmatic Natural Resource Clearance dated 12/28/2018 by James Brady for the following activity: "Improvements to existing rest areas that do not involve earth disturbance".

7. **Agricultural Land**

Prime/secondary/locally important soils affected Yes _____ No _____

Current land use _____

Form 1006 Parts I, III, VI, VII, completed (FHWA) Yes _____ No _____

Form 1006 Parts II, IV, V completed (NRCS) Yes _____ No _____

Vermont Department of Agriculture comments _____

8. **Hazardous/ Residual Waste Liabilities**

Present in project area Yes _____ No _____

Determination from VANR list Yes _____ No _____

Determination from field visit Yes _____ No _____

Borings completed Yes _____ No _____

Petroleum related wastes Yes _____ No _____

CERCLA involvement Yes _____ No _____

Remediation required Yes _____ No _____

Describe: _____

* 9. **Historical or Archaeological Resources (Section 106)**

Historic Resources: Present in project area Yes _____ No _____ Exempt

Archeological Resources: Present in project area Yes _____ No _____ Exempt

Section 106 determination "Interstate Exempt Activity" per Section 106 Review dated 11/29/2018

Memorandum of Agreement needed Yes _____ No Executed _____

SHPO coordination completed per the Section 106 Exemption Regarding Effects to the Interstate Highway System adopted by the Advisory Council on Historic Preservation on March 7, 2005. (See Federal Register Vol.70/No.46).

Advisory Council coordination completed n/a

* 10. **Section 4(f) and 6(f) Resources**

Section 4(f) Resource(s) present in project area Yes _____ No

Nature of Section 4(f) _____

Parks/Rec. Areas _____ Wildlife and Waterfowl Refuge _____ Historic Property _____
 Temporary use of 4(f) resource Yes _____ No X
 Permanent use of 4(f) resource Yes _____ No X
 Section 4(f) Approval (check one)
 Negative Declaration ____ de minimis 4(f) ____ Programmatic 4(f) ____ Circulated 4(f) _____
 Section 4(f) Comments There are no 4(f) resources within the project limits.

Section 6(f) involvement (LWCF Funding) Yes _____ No X
 National Park Service Conversion Approval n/a
 Section 6(f) Comments There are no 6(f) resources within the project limits.

*** 11. Right of Way**

New ROW Acquisition fee simple Yes _____ No X
 permanent easement Yes _____ No X
 temporary easement Yes _____ No X
 Description of taking n/a
 Improved properties acquired Yes _____ No X
 Displacements Rental Units 0 Private Homes 0 Businesses 0
 Relocation services to be provided n/a
 Properties available for relocation n/a

12. Public Participation Opportunity

Pre-Design Site Meeting Yes _____ No _____ Date _____
 Public Information Meeting Yes _____ No _____ Date _____
 Public Hearing Required (502) Yes _____ No _____ Date _____
 Comments by Local Officials/RPC's _____

13. Social and Economic Concerns

Project consistent with Local and Regional Land Use Plans Yes _____ No _____
 Describe _____ (Attach correspondence from officials)
 Neighborhood and Community Concerns Yes _____ No _____
 _____ Churches _____ Elderly
 _____ Schools _____ Handicapped
 _____ Low Income Housing _____ Environmental Justice Exec. Order 12898
 _____ Emergency Services _____ Other
 Describe _____
 Effect on local business Yes _____ No _____ (Describe) _____
 Temp. effect on business Yes _____ No _____ (Describe) _____
 Loss of parking Yes _____ No _____ (Describe) _____
 Pedestrian Facilities Sidewalk Widths Existing _____ Proposed _____
 Bicycle Facilities Paved Shoulder Widths Existing _____ Proposed _____
 If not minimum standard (sidewalk 5ft, paved shoulder 4ft), explain _____

14. Aesthetic Concerns

Scenic Byway/VT Scenic Highway Yes _____ No _____
 Describe _____

15. Effects of Temporary Detour/ Bridge

Detour required Yes _____ No _____ Length _____ (Attach Plans)

Temporary bridge required Yes _____ No _____ (Attach Plans)
Impacts of Detour/ Bridge _____
Public notification of detour _____

Field Inspection Comments: _____ See supporting documentation.

Summary of Commitments and Mitigation

Describe: Per Programmatic Natural Resource Clearance by James Brady dated 12/28/2018, NLEB Special Provisions language applies to the project as follows:

“Special Provision Language:

Notice to Bidders: This project shall be subject to Avoidance and Minimization Measures to protect the habitat and hibernacula of the northern long-eared bat. Measures applicable to this project include, Time-of-Year (TOY) restrictions for any potential impacts to suitable bat habitat, which include, but are not limited to trees ≥ 3 ” and/or habitat features on bridge structures.

This project’s design does not identify any tree cutting or bridge related activities within the project limits as part of the work and therefore neither a habitat assessment nor an acoustic survey has been performed. If during construction, cutting trees ≥ 3 ” diameter and/or bridge related activities are deemed necessary, further review will be required and TOY restrictions may apply. In such cases, the Engineer will coordinate further environmental review with the Construction Environmental Engineer.

The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees outside of the contract project limits shall require review under Section 105.25 Control of Waste, Borrow, and Staging Areas.”

Prepared by: Lee Goldstein 01/02/2019
Signature Date

Reviewed by: Julie Ann Held 01/02/2019
Signature Date

Document Template **Last Revised 11/10/15**